

Brian D. Sullivan  
FOX ROTHSCHILD LLP  
75 Eisenhower Parkway, Suite 200  
Roseland, NJ 07068  
Tel: (973) 994-7525  
Email: bsullivan@foxrothschild.com  
*Attorneys for Defendant*

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

BLUE SKY 1, LLC,

Plaintiff,

v.

JAGUAR LAND ROVER NORTH  
AMERICA, LLC,

Defendant.

**Case No. 2:16-cv-00207-ES-JAD**

**DECLARATION OF LEE MAAS  
IN SUPPORT DEFENDANT'S MOTION TO DISMISS**

I, Lee Maas, declare:

1. I am Vice President, Network Development, of defendant Jaguar Land Rover North America, LLC ("JLRNA"). I submit this declaration in support of JLRNA's motion to dismiss. I have personal knowledge of the facts stated herein.

2. Annexed hereto as Exhibit 1 is a true copy of the “Amended and Restated Jaguar Dealer Agreement,” dated July 30, 2008, between JLRNA and its former authorized Jaguar dealer, Morris County Jaguar, LLC d/b/a Madison Jaguar. As stated in Paragraph 1 of Exhibit 1, the Dealer Agreement between JLRNA and Madison Jaguar consists of Exhibit 1 and includes the additional documents described below.

3. Annexed hereto as Exhibit 2 is a true copy of the "Jaguar Cars Dealer Agreement," dated July 30, 2008, referred to in Paragraph 1 of Exhibit 1 as part of the Dealer Agreement.

4. Annexed hereto as Exhibit 3 is a true copy of the “Dealer Agreement Standard Provisions,” which are incorporated by reference into the Dealer Agreement by Paragraph 2 of Exhibit 2.

5. Annexed hereto as Exhibit 4 is a true copy of the Performance Agreement dated July 10, 2008, referred to in Paragraph 1 of Exhibit 1 as part of the Dealer Agreement. I have omitted from Exhibit 4 all of the exhibits thereto except for Exhibit E thereto, which is the only exhibit containing provisions relating to JLRNA’s right of first refusal.

6. The other exhibits to the Performance Agreement are voluminous and involve such matters as facilities and personnel, minimum tool and equipment standards, restrictions on ownership of multiple dealerships, required systems and

technology, and floor plan drawing. I have also not attached to this declaration a subsequent Performance Agreement between JLRNA and Madison Jaguar dated as of January 31, 2014, and a subsequent Time Line Extension dated March 2, 2015, both of which involved plans for renovations to Madison Jaguar's facility and do not relate to the right of first refusal. These items have been omitted to make it easier for the Court and the parties to identify and find the relevant contractual provisions and not burden the record with what appear to be irrelevant materials. If requested by the plaintiff or the Court, however, JLRNA will be pleased to provide these other materials.

I declare under penalty of perjury that the foregoing is true and correct.  
Executed in Mahwah, New Jersey on February 1, 2016.

A handwritten signature in blue ink that reads "Lee Maas". The signature is written in a cursive, flowing style.

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Lee Maas